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CURRENT TOPICS

Lord Goddard: An American Tribute

A TRIBUTE to LORD GODDARD appeared in the October issue of the *Massachusetts Law Quarterly*, opposite a photographic reproduction of the portrait Mr. JAMES GUNN recently painted of his lordship in full robes as Lord Chief Justice. The gold chain in the picture was referred to in the article as "the collar of *S.S.*" and the writer says that the letters probably stand for "*sanctus spiritus.*" It has never finally been settled what the letters mean, but the collar is, in fact, handed down from Lord Chief Justice to Lord Chief Justice. The article recalled the little-remembered fact that Lord Goddard, while at the Bar in 1931, appeared as an expert witness on English law in the *Midland Bank* case (281 Mass. 303), pursuant to a Massachusetts statute of 1926, enabling the courts of that State to take judicial notice of the law of any foreign country. On the office of Lord Chief Justice the writer stated that "it is considered, from a purely professional point of view, the most desirable judicial office in England as it is not subject to change with change in the political administration as is that of Lord Chancellor." Perhaps Lord Goddard's own view does not coincide with this. Judging from his lordship's recent pronouncements, he finds the office, under present circumstances, one that demands considerable sacrifices of his leisure time.

Administration Orders: New County Court Rules

As a further step in implementing the recommendations of the Austin Jones Committee on County Court Procedure, the Lord Chancellor has made the Administration Order (Amendment) Rules, 1949 (S.I. 1949 No. 2275), which come into operation on 1st January, 1950. The rules give effect to the committee's suggestion (para. 14 (*c*) of Cmd. 7668) that the county court registrar should have power to make an administration order. Heretofore, the committee pointed out, only the judge has had that power, but many of the registrars have had considerable jurisdiction in bankruptcy and all registrars have been empowered to make protection orders under the Liabilities (War-Time Adjustment) Acts. The new rules amend the Administration Order Rules, 1936, by providing that where power to do any act or exercise any jurisdiction or discretion is conferred by those rules on the court it may be exercised either by the judge or by the registrar, save that where the power is exercisable after the hearing of the request it must be exercised by the authority—judge or registrar—by whom the order was made. A number of consequential drafting amendments are also made.

Town and Country Planning: Mining Operations

THE Town and Country Planning (General Development) Amendment (No. 2) Order, 1949 (S.I. No. 2306), comes into operation on 31st December, 1949. It extends from eighteen months to thirty months the period allowed to local planning authorities for consideration of applications for planning permission in respect of mining operations which, by virtue of para. 1 of Class XIX of Sched. I to the Town and Country Planning (General Development) Order, 1948, are permitted until those applications are dealt with. Circular No. 78, issued by the Ministry on 15th December, explains that the main objects of the control of mineral working were set out in Circular No. 55 of the 15th July, 1948, and since that date the Minister's officers have been in touch with most local planning authorities on the more detailed application of minerals policy. The investigations into some minerals are more advanced than those into others but, in general, the Minister is of the opinion that the stage has not yet been reached at which local planning authorities can be expected to give a reasoned decision on all the applications before them relating to existing workings. He has accordingly extended by twelve months the eighteen-month period as stated above. Under art. 5 (2) of the General Development Order local planning authorities will have notified each applicant under para. 1 of Class XIX of Sched. I that in the absence of a decision by a certain date he is entitled to appeal to the Minister. This date will now be twelve months later, and local planning authorities are, therefore, requested to notify applicants accordingly.

Income Tax: Withdrawal of War-Time Concession

IN the House of Commons on 15th December Sir STAFFORD CRIPPS stated in reply to a question that he had decided to withdraw war-time concession No. 6 (Income Tax) under which collection of tax had been deferred in certain cases involving compulsory remittances of foreign currency. In cases where consideration moneys, being the proceeds of such compulsory remittances, had been kept in a specified bank account or in identified investments, and collection of tax had been deferred under the concession, he proposed, he said, that the tax should be regarded as becoming due and payable on 15th June, 1950, subject to the proviso that if any part of the consideration moneys were remitted abroad before 15th June, 1950, it would be treated for tax purposes as not having been remitted to the United Kingdom and the amount of tax collectible would be reduced accordingly. With regard to consideration moneys received on or after

15th June, 1950, any part which was remitted abroad immediately would be treated, for tax purposes, as not having been remitted to the United Kingdom and would be excluded from assessment to tax. Sir Stafford added that reg. 1 of the Defence (Finance) Regulations does not expire until the end of 1950 and he therefore proposed that concession No. 2 (i) (Death Duties) should continue for the time being.

Rating and Valuation: The New Machinery

As is well known, the Local Government Act, 1948, sets up a new system of rating valuation, which as from 1st February next will be a function of Inland Revenue valuation officers, and institutes at the same time a new system of appeals in rating cases under which, broadly, the existing assessment committees will be superseded by local valuation courts, from which an appeal will lie to the Lands Tribunal. A series of regulations has now been made by the Minister of Health amplifying some aspects of the changeover provided for by the Act. The Rating Appeals (Local Valuation Courts) Regulations, 1949 (S.I. No. 2312), prescribe the general procedure to be followed by those courts in hearing appeals from decisions of the valuation officers, and are of particular interest to solicitors, who will have right of audience before the courts. In circular 111/49 the Ministry of Health say that the regulations have been designed to make the court procedure as flexible as possible so that the sympathetic atmosphere of the old assessment committees is preserved. Also of general interest are the Rating and Valuation (Forms of Proposal and Claim) Regulations, 1949 (S.I. No. 2311), which prescribe the forms of proposal and claim to be used after 1st February, 1950, in connection with the preparation and alteration of valuation lists under the new procedure. The circular already referred to points out that, while the general proposal form is new, the proposal/claim forms for agricultural, industrial and freight transport hereditaments follow those prescribed heretofore. By the Rating and Valuation (Transitional) Regulations, 1949 (S.I. No. 2313), provision is made for the continuance of assessment proceedings begun before 1st February outside London. Separate regulations are to be made for London, it is stated in the circular. The winding up of assessment committees, county valuation committees and the central valuation committee is provided for by the Rating and Valuation (Dissolved Authorities) Regulations, 1949 (S.I. No. 2310). With the exception of those last mentioned, which came into force on 16th December, 1949, all the regulations become operative on 1st February, 1950.

Reduction of Building Exemption Limits

THE MINISTER OF WORKS announced on 12th December in the course of a parliamentary reply that he had made an order under Defence Regulation 56A reducing from £1,000 to £500 the amount which may be spent without licence on individual properties in the categories of industrial and agricultural buildings in the twelve months from 1st July, 1949, to 30th June, 1950; the corresponding amount for office buildings, storage buildings and educational buildings is reduced from £1,000 to £100. The new limits will take effect from 1st February next, so that work started under the previous limit but costing more than the new limit will not require a licence if it is finished before 1st February; otherwise an application for a licence should be made in good time before that date. The order makes no change in the £100 exemption limit for the remaining classes of building.

Poetry and Law

BETWEEN the two extreme points of view put by the MARQUESS OF READING and Mr. Justice SLADE respectively, at the centenary year ladies' night at the Hardwicke Society on 19th December, there should be a happier medium. The motion was: "That this house would rather have written Gray's Elegy than Halsbury's Laws of England." Never, said Lord Reading, even in the blackest periods of insomnia, did there come to his mind paragraphs from Halsbury about detinue or larceny. Mr. Justice Slade, on the other hand, submitted that poets were of no use to the community and, further, that they were a positive menace. For our part we must confess to having found Blackstone's Commentaries, though certainly not Halsbury's Laws, an agreeable bedside book, and it is not hard to think of other law books which might brighten black periods of insomnia. As for poets being a menace, it is possible to share George II's aversion to poetry without castigating the poets. Mr. Justice Slade, however, no doubt considered that as his case was weak his only chance consisted in attacking the poets themselves rather than the piece of poetry under discussion. As for the subject-matter of the debate, there is no doubt that the mental state of one who has written one piece of poetry is preferable to that of one who has written Halsbury's Laws, which is in fact the product of many pens.

Recent Decisions

On 15th December (*The Times*, 16th December), the Judicial Committee of the Privy Council (LORD GREENE, LORD OAKSEY, LORD RADCLIFFE and SIR JOHN BEAUMONT) completed the hearing and dismissed an appeal from the Madras High Court in the last appeal from India to be heard by the Judicial Committee.

In *Law* v. *Dearnley*, on 16th December (*The Times*, 17th December), the Court of Appeal (TUCKER, SINGLETON and JENKINS, L.JJ.) held that an action will not lie to recover amounts agreed by a defendant in an account stated when admittedly each item in the account is in respect of a debt rendered null and void by s. 18 of the Gaming Act, 1845.

In *R.* v. *Minister of Town and Country Planning; ex parte Montague Burton, Ltd.*, on 19th December (*The Times*, 20th December), a Divisional Court (the LORD CHIEF JUSTICE and HUMPHREYS and HILBERY, JJ.) held that, where the Hull Corporation applied on 23rd December, 1947, to the Minister of Town and Country Planning for an order under s. 1 of the Town and Country Planning Act, 1944, declaring certain land to be subject to compulsory purchase for the purpose of certain measures relating to war damage, and the Minister later, by letter dated 16th June, 1948, in exercise of his power under para. 16 of Sched. X to the Town and Country Planning Act, 1947, directed that proceedings on the Hull Corporation's application should be continued under the Act of 1944 after the day appointed for the coming into operation of the Act of 1947, namely, 1st July, 1948, s. 37 of the Interpretation Act, 1889, kept the application alive for the moment when the Act on which they were founded was repealed, and the Minister's direction of 16th June, 1948, was well within his powers, having regard to s. 37.

In *Hutchinson* v. *Jauncey*, on 20th December (*The Times*, 21st December), the Court of Appeal (the MASTER OF THE ROLLS and COHEN and ASQUITH, L.JJ.) held that, where proceedings for possession were started before the Landlord and Tenant (Rent Control) Act, 1949, came into force and where if it had not been for the issue of the proceedings the tenant would by virtue of the 1949 Act have become entitled to claim the benefit of the Rent Restriction Acts, the fact of the issue of the proceedings did not prevent him from being entitled to the protection of the Acts, and he was therefore entitled to retain possession after expiry of the notice to quit.

In *Hales* v. *Bolton Leathers, Ltd.*, on 20th December (*The Times*, 21st December), the Court of Appeal (BUCKNILL, SOMERVELL and DENNING, L.JJ.) held that a recurrence of an industrial disease, such as dermatitis, due in part to the original attack sustained during previous employment and in part to a continued employment in the relevant process, gave a right to compensation against the second employer and the right to compensation arose at the date of the recurrence, so that if that date was after 5th July, 1948, the appointed day under the National Insurance (Industrial Injuries) Act, 1946, the Workmen's Compensation Acts were excluded by virtue of s. 89 (1) of the Act of 1946 (cf. p. 598, *ante*).

THE COUNTY COURT FEES ORDER

THE County Court Fees Order, 1949, comes into force on the 1st January, 1950. It replaces the Fees Order of 1943, as amended, which is revoked except as to—

(*a*) proceedings under the Workmen's Compensation Acts; and

(*b*) the trial or hearing of, or entry of judgment in, any action or matter or judgment summons commenced or issued but not heard before the 1st January, 1950.

Apart, therefore, from fees in workmen's compensation matters, of which there are eight items, the 1943 Order ceases to have effect except for the prescribed hearing fees affecting actions, matters or judgment summonses, or for the entry of judgment in default or on disposal in default actions, commenced or issued on or before the 31st December, 1949.

The new order contains only sixty-nine items, compared with ninety revoked items in the 1943 Order, and the general result is to achieve a measure of simplicity.

The principal change is the abolition of hearing and judgment fees—apart from the transitional period—and an increase in plaint fees in consequence. In future the fee paid on entry of plaint, or filing of other originating process, covers (in addition to the filing of præcipe or the like, the preparation of summons or notice of hearing, and service thereof—except in the case of a default summons) the trial of the action or matter and the entry of judgment or order, and also the service of such judgment or order by post.

A new provision enables the Lord Chancellor to reduce or remit a prescribed fee in a particular case if it appears to him that payment thereof "would, owing to the exceptional circumstances of the particular case, involve hardship."

Certain of the items forecast the implementation of some recommendations of the Committee on County Court Procedure, of which Mr. Justice Austin Jones was chairman, and which presented a final report in April last. For example, there are new fees prescribed in respect of a plaint entered to obtain the approval of a settlement under Ord. V, r. 19 (1), where such approval is requested in the particulars of claim; and for the issue of a second or subsequent successive summons or judgment summons.

PLAINT FEE

Money Claims.—The number of stages at which this fee is calculated is reduced from thirty-two to nineteen. In respect of all claims exceeding £3 the fee is increased, but not uniformly. No obvious formula for calculation can be deduced from the table, which will need to be referred to on all occasions until familiarity induces memorisation. A sample comparison of fees on claims up to £20 is appended:—

	Present plaint fee	*New fee*
	£ s. d.	£ s. d.
Amount not exceeding £1 ..	2 0	2 0
£2 ..	3 0	3 0
£3 ..	5 0	5 0
£4 ..	6 0	7 0
£5 ..	7 0	9 0
£6 ..	9 0	11 0
£7 ..	10 0	13 0
£8 ..	11 0	
£9 ..	12 0	15 0
£10 ..	13 0	
£11 ..	14 0	17 0
£12 ..	15 0	
£13 ..	16 0	1 0 0
£14 ..	17 0	
£15 ..	18 0	1 3 0
£16 ..	19 0	
£17 ..	1 0 0	1 6 0
£18 ..	1 1 0	
£19 ..	1 2 0	1 10 0
£20 ..	1 3 0	

In the case of a default action, 1s. has to be added for every service to be effected by bailiff.

Where a money claim is made as an alternative to another such claim, the fee is assessed upon the greater sum.

Where the money claim is made as an addition to another such claim, the two sums must be added together for the assessment of the fee.

Delivery of Goods.—The fee is calculated on the value of goods, which the plaintiff is required to estimate and state on his præcipe, except in claims under hire-purchase agreements (either against the person supplied and/or a guarantor). In this latter case the fee is calculated on the unpaid balance of the "hire-purchase price" as defined in the Liabilities (War-Time Adjustment) Act, 1941.

If a money claim is made as an alternative, the plaint fee is to be calculated on (i) such sum, *or* (ii) the value of the goods or the unpaid balance of the hire-purchase price (as the case may be), whichever is the greater.

Where the money claim is made in addition to the delivery of goods, the two material sums are to be added for the assessment of the fee.

Possession Cases.—The plaint fee is £1, except where a money claim (as, e.g., arrears of rent or mesne profits) is added. In such a case the fee is £1 plus 2s. for every £5 (or part) of the money claim, with a maximum of £3.

Approval of Settlements.—A special fee of 10s. is prescribed where a plaint is entered for the approval of a settlement under Ord. V, r. 19 (1), relating to claims by or on behalf of or for the benefit of infants.

Replevin.—The fee is calculated on the value of the goods replevied.

Any other Remedy or Relief.—The fee is £3 (increased from £2), which is the maximum where there are two or more such claims, or where a money claim is joined.

OTHER FEES

Originating Applications and Petitions.—The normal fee on entering is £2. This is modified to £1 on applications under the Guardianship of Infants Acts or the Marriage Act, 1949, or for an adoption order. This fee is thus substantially doubled.

Appeals.—The fee on entry is £2, instead of £1.

Counter-claims.—The existing rule prevails. The defendant must pay such fee as is represented by the excess (if any) of a plaint fee payable in respect of his counter-claim over the amount in fact paid by the plaintiff on entry of plaint.

Transferred Action.—The fee payable on lodging the required papers with the registrar following a transfer from the High Court is now £1 10s., instead of £1.

Amendment.—The old amendment fee of 1s. is abolished. Instead a similar fee is leviable on filing an amended præcipe under Ord. VIII, rr. 29 or 36, by which an amendment in the defendant's name, address or description can be effected. In addition, a further fee of 1s. per service will be payable in the case of a default summons (so amended) to be served by bailiff.

It appears that if amendment is desired after service, but before the hearing, the general interlocutory application fee of 5s. (Fee No. 8) is payable. This latter does not apply where the application is made in the course of the hearing.

Successive Summonses.—No fee is payable on a first successive summons. On the issue of a second or subsequent successive summons, originating application, petition or appeal a fee has to be paid. On summonses this fee is 5s., or the original plaint fee, if less; on the other processes, 5s.

Interlocutory Applications.—The existing general fee of 5s. is repeated, but this does *not* apply, in particular, to applications for adjournments. Moreover, the fee is not payable at all where the original plaint fee was 5s. or less.

Witness Summonses.—The fee on issue of a witness summons is 1s., without variation (as at present) where it is to be served by bailiff. But the result is the same, because Fee No. 4, of 1s. per service by bailiff, is payable in relation to any document (which includes a witness summons) requiring personal service which is to be served by bailiff.

Hearing or Judgment.—No fees will be payable in respect of actions or matters commenced on and after the 1st January, 1950, for entry of judgment or on the hearing or trial.

On application for trial by jury a fee of 15s. must be deposited with the registrar, in addition to the usual application fee of 5s. The 15s. is returnable if an order is not made.

If an action is struck out under Ord. XXIII, r. 2 (absence of plaintiff), or Ord. X, r. 6 (non-payment of fee on disposal), a fee of 5s. is payable in respect of an application for reinstatement made otherwise than on the day on which the action is struck out.

Taxation of Costs.—There is no increase in the fee for taxation of costs. It is repeated at 1s. for every £2 (or part) allowed, with a minimum of 2s.; but there is now a prescribed maximum of £1.

Execution.—The fee on the issue of a warrant of execution is varied from 1s. 6d. per £, maximum £1 1s., to 1s. per £, maximum £1 10s. On application for a warrant for possession alone the fee is 10s. If a sum of money is to be recovered in addition the fee is 10s. plus 1s. per £ of the sum, maximum £2. In the case of a warrant of delivery the basic fee of 1s. per £, maximum £1 10s., is payable on the value of the goods (if any) stated in the judgment. If such value is not stated the fee is calculated on the value on which the plaint fee was assessed; or, if assessed in relation to the balance of a hire-purchase price, on the balance of the hire-purchase price attributable to the goods in question at the time the warrant is issued. In any other case the maximum fee of £1 10s. is payable. If a sum of money is also to be recovered the fee is increased by 1s. per £ thereof, up to a maximum of £2.

Judgment Summonses.—The revised fee payable on the issue of a judgment summons is 1s. per £ of the amount for which it issues, maximum £1. This represents double the present fee.

A fee of 2s. 6d. is payable (or the original issue fee, if less) on a second or subsequent successive judgment summons, when authorised.

On the issue of an order of commitment the fee will be 1s. per £ of the amount for which the order issues, maximum £1 10s.

Courts (Emergency Powers) Act.—On an application for leave to distrain the fee payable is 1s. for each £1 or part to be distrained, maximum 10s. Any other originating application is charged at 10s.

Rent Acts.—On an application for leave to distrain the fee is similar to that mentioned above, namely 1s. per £, maximum 10s. On an application for apportionment the fee is 10s.; for any other application under the Acts 5s., but *not* in the case of an application for suspension or extension of, or for stay or suspension or extension of execution on, a judgment or order for possession.

G. M. B.

THE PLANNING PAYMENTS (WAR DAMAGE) SCHEME, 1949

As readers will be aware, two schemes fall to be made by the Treasury under Pt. VI of the Town and Country Planning Act, 1947, in respect of payments out of central funds for depreciation of land values caused by the Act. The most important of the two is that to be made under s. 58 of the Act for the distribution of the £300m. fund and this, of course, is still a long way off; the other, with which this article is concerned, is that under s. 59 of the Act relating to "Additional payments in respect of certain war-damaged land." This scheme has just been made by the Treasury and bears the title at the head of this article. It is No. 2243 in the 1949 series of Statutory Instruments, and at first sight is one of the more incomprehensible of these documents. The Minister of Town and Country Planning has made complementary regulations governing the procedure for making and determining claims under the scheme. These regulations are the Planning Payments (War Damage) Regulations, 1949, S.I. 1949 No. 2255.

The heading to s. 59 refers to *additional* payments but, as will appear later, it is not in every case that a person entitled to a s. 59 payment will also receive a s. 58 payment, because some s. 59 payments will be equal to the whole development value.

There are two important differences between s. 58 and s. 59 payments (apart from the fact that the latter do not come out of the £300m. fund), the first of which was epitomised by Lord Chorley, speaking for the Government during the passage of the clause in the Bill (which has become s. 59) through the House of Lords, when he said (*Hansard*, House of Lords, vol. 149, col. 764):—

> "After all, the considerations in cl. 55," now s. 58, "are largely hardship considerations, whereas this case is more in the nature of compensation."

The scheme produced bears this out. The second difference is that s. 59 payments will be in cash, while s. 58 payments are to be in Government stock.

The s. 59 payments are thus of a more satisfactory nature than the s. 58 ones, and the next point to consider is the qualification for receiving a s. 59 payment. These qualifications are briefly as follows (paras. 1, 2 and 3 of the scheme):—

(1) The property concerned must be war-damaged property in respect of which the appropriate payment under the War Damage Act, 1943, is a value payment.

(2) The value payment must not have been paid or be payable—

(*a*) under s. 14 of the 1943 Act (partially damaged land compulsorily acquired);

(*b*) under s. 13 (1) of the 1943 Act in substitution for a cost of works payment except where the application for conversion was made before 12th December, 1949.

(3) The after-damage value of the property must, by reason of the prospects of development other than the making good of the war damage, be higher than it would have been apart from such prospects, with the result that the value payment, namely, the difference between before- and after-damage values, is lower than it would have been, or is in fact nothing because the after-damage value is higher than the before-damage value. Perhaps the simplest example is the case of old residential property in the business or industrial part of a town; here the site value for business or industrial purposes might well exceed the value of the residential property in its undamaged state and, quite apart from the war, it would only have been a matter of time before the property was sold for demolition and use for business or industrial purposes.

(4) A claim can only be made in respect of the freehold interest in the property or a leasehold interest which is a proprietary interest within the meaning of the War Damage Act, 1943 (therefore short terms of seven years or less are not eligible), and which was subsisting when the right to receive the value payment under the 1943 Act vested.

(5) The person entitled to the freehold or leasehold interest on 1st July, 1948, in respect of which the claim is made must be the person who would have been entitled to receive the value payment if it had been paid on that day.

(6) The development value of the interest concerned must not be less than one-tenth of its restricted value; this is simply an application of the principle of s. 63 of the 1947 Act for excluding small claims.

Any interest in land which satisfies the foregoing qualifications, and in respect of which a payment must therefore be made under the scheme, is called in the scheme a "qualified interest" (para. 4) and the person to claim is the person who was the owner of that interest on 1st July, 1948, or his assignee.

Claims must be made on a form to be issued by the Central Land Board (reg. 3) and, if the Board so require, must be verified by statutory declaration (reg. 8). The claim must be made to the Board before the 1st February, 1951, or before the expiration of six months from the date of the determination by the War Damage Commission of the relevant value payment, whichever is the later (reg. 4 (1)).

In many cases a claim in respect of the particular property concerned will already have been made to the Board for a payment out of the £300m. fund; in these cases it is not necessary to submit an entirely fresh claim and all that need be done is to give notice in writing within the time mentioned in the last paragraph to the Board asking that the claim already made be treated also as a claim under the scheme. No form is prescribed for the notice but it must give the Board's reference number for the claim already in. Any information additional to that on the existing claim to which the Board are entitled under the regulations will have to be supplied on request (reg. 4 (2)). Conversely, where no claim has been made against the £300m. fund, but one would nevertheless be maintainable in respect of property which qualifies under the s. 59 scheme, the claimant may by notice in writing require his s. 59 scheme claim to be treated also as a claim against the £300m. fund, even though it would otherwise be well out of time for a claim against the fund (reg. 4 (3)).

A s. 59 claimant must notify the Board if, after claiming, he is served with an enforcement notice under s. 75 of the Act or with a notice to treat in respect of the property or if he sells the property to an authority having compulsory powers of acquisition (reg. 7).

Having satisfied oneself that an interest is a qualified interest the next question to consider is what is the amount of the payment which should be made in respect of it?

As has been indicated, the scheme is for the benefit of persons whose value payments under the 1943 Act are either nothing (though this is a contradiction in terms it is, none the less, convenient) or are diminished because their property had a value due to the prospects of development, other than its rebuilding as it was, higher than it would have had apart from such prospects. Thus, to take two very much simplified examples, if two old houses worth together £3,000 as such were destroyed and the site was worth £1,000 if similar houses only could be erected but £4,000 for putting up business premises, no value payment would be made, though if there were not these other prospects £2,000 would be paid; if the figures were £3,000, £1,000 and £1,500, the value payment would be £1,500 only instead of £2,000. Now the benefit of these prospects of development has been taken away by the 1947 Act because, if the residential site is developed for business purposes, a development charge of, in the first example, £3,000 and, in the second example, £500, would be payable, with the result that the owner will have received nothing and £1,500 respectively by way of value payment instead of the £2,000 which he would have received in either case if these prospects of other development, which cannot now be recouped, had not increased the after-damage value of the property.

The object of the scheme is, by the payment of compensation, to put the owners of qualified interests in the same position for value payments as they would have been in if these prospects of other development had not existed.

The formula for calculating the payment is in para. (6) of the scheme. Three amounts have to be ascertained:—

(1) The development value.

(2) The war-damage depreciation in the restricted value.

(3) The value payment.

The payment to be made under the scheme is—

(*a*) where (1) exceeds (2), a sum equal to (2) minus (3);

(*b*) where (2) equals or exceeds (1), a sum equal to (1).

If we take the two examples already mentioned above, the first comes under case (*a*), i.e., (1) is £3,000 (£4,000 for business purposes less £1,000 existing use value for houses), (2) is £2,000, (3) is nil, and the payment would be £2,000, the balance of £1,000 being left to rank for any payment out of the £300m. fund; the second comes under case (*b*), i.e., (1) is £500, (2) is £2,000, (3) is £1,500, and the payment is £500, making with the value payment £2,000, and there is nothing left to come out of the £300m. fund; in both cases the owner is left with the existing use value of the site for houses, £1,000, and this, in both cases, with the £2,000 makes up the before-damage value of the residential property.

Both (1) and (3), the development value and the value payment, are readily recognisable, but perhaps a word of explanation as to (2) is desirable. The restricted value is the existing use value on 1st July, 1948, and the war-damage depreciation is the difference between the existing use values of the property on that day (*a*) in its damaged state, and (*b*) assuming it was then in the state it was in immediately before it was damaged. Now the restricted value will normally only allow for development, free of development charge, within the tolerances laid down in Sched. III to the Act, but it may be that the war-damaged property is included in a dead-ripe certificate under s. 80 of the Act; in this event the development value of the development in the certificate is preserved to the owner and must be included in the actual restricted value (para. 10 of the scheme) on 1st July, 1948, thus in effect diminishing the war-damage depreciation by the development value preserved by the certificate; if this were not done the owner would be liable to receive this value twice over, once from the effect of the certificate and once from a payment under the scheme.

The foregoing are the principal provisions of the scheme, but there are a number of ancillary provisions which may briefly be noted as follows:—

(1) Section 91 (2) of the 1947 Act is applied, so that an owner whose interest was compulsorily acquired between 6th August, 1947, and 1st July, 1948, is treated as being still the owner on the latter date (paras. 1 (*d*) and 5).

(2) Provision is made for apportioning, where necessary, the amount of a value payment for the purpose of calculating the scheme payment, e.g., where the land qualified for a scheme payment is part only of land in respect of which a value payment was made (para. 8).

(3) Special provision is made for war-damaged land which was under requisition on 1st July, 1948 (para. 11).

(4) The provisions of ss. 24, 27, 28, 29 and 30 of the 1943 Act are applied to scheme payments (para. 12). Section 24 provides for payment being made to a mortgagee where a mortgage is outstanding, but it is important for the mortgagee to give notice of his mortgage to the Board before the expiration of thirty days from the time the determination of the amount of the payment has become conclusive, as otherwise the Board may disregard it (para. 13). No form is prescribed for the notice, which must be in writing and must give the names and addresses of the mortgagor and the mortgagee and the amount then remaining owing on the security of the mortgage, and it must enable the Board to identify the land and the interest in it to which the notice relates (reg. 12 (2)). Sections 27, 29 and 30 relate to the disposal of payments in cases of settlements, testamentary dispositions and pending contracts of sale. Section 28 relates only to Scottish trusts. Provision is made in some detail by the schedule to the scheme for the disposal of the payment where the qualified interest is subject to a rent-charge (para. 14); rent-charge owners have to submit "rent-charge" claims, if they desire to receive a sum out of a payment, within the time limit allowed for ordinary claims (reg. 13).

(5) The Board may postpone or recover payment in respect of land where a direction might be given, or is given after payment, by the Minister of Town and Country Planning under s. 85 (5) of the 1947 Act, which relates to charities. The effect of such a direction is to preserve development value to the charity (paras. 15 and 16).

(6) The case of land in respect of which a dead-ripe certificate has been issued has already been referred to. It may be, however, that in some cases a scheme payment will have been made before the issue of a certificate. In such a case the Board are empowered to recover the excess amount of the payment (para. 17), and it is noteworthy that, though the payment may have been made to a mortgagee or rent-charge owner (see head (5) above), the repayment has to be made by the mortgagor or owner of the interest subject to the rent-charge (para. 18).

Having considered the qualifications for a payment and the principles on which the amount is determined, we must now consider how disputes as to fulfilment of the qualifications are to be settled and what procedure is laid down for determining the amounts of payments.

By para. 19 of the scheme the Central Land Board are made the judges of both qualifications and amounts.

When they have considered a claim, the Board have to serve on the claimant a statement of their proposed determination; the claimant then has sixty days in which to object to the Board's proposal. The Board must consider any objection and they then issue a formal determination (reg. 10).

The claimant is given a right of appeal against the Board's formal determination. If the matter in dispute is one relating to "qualification" (other than as to whether the claim fails because the development value of the interest concerned is less than one-tenth of its restricted value) or to non-compliance with any requirement of the 1947 Act or the regulations (other than reg. 14 mentioned in the next sentence) the appeal lies within six weeks of the Board's determination to the High Court (reg. 15). If the matter in dispute is one relating to amount or value the claimant within thirty days of the Board's determination may give notice in writing to the Board that he objects to it, and the dispute will then be referred to the Lands Tribunal for arbitration (reg. 14).

A right to receive a payment under the s. 59 scheme may be assigned, but notice of the assignment must be given to the Board before the expiration of thirty days from the time the determination of the amount of the payment has become conclusive. No form is prescribed for the notice but it must be in writing and enable the Board to identify the land and the interest to which it relates.

R. N. D. H.

Costs

SALES UNDER THE LANDS CLAUSES ACTS, ETC.

WE have now dealt with the costs of completed conveyancing transactions, leases and general conveyancing and other matters included in the General Order, 1882; and we have observed that, save for the case of registered land, Sched. I, Pt. 1, applies to all completed sales, purchases and mortgages.

Consideration may well be given at this juncture to an important exception to this proposition that Sched. I, Pt. 1, applies to all completed sales of unregistered land. This exception is provided by r. 11 of the rules applicable to Sched. I, Pt. 1, the final sentence of which states: "in cases of sales under the Lands Clauses Consolidation Act, or any other private or public Act under which the vendor's charges are paid by the purchaser, the scale shall not apply." Cases frequently arise at the present time where land is compulsorily acquired by local authorities, and it is important to consider the precise implications of this sentence from r. 11.

These provisions of the rule must be read in conjunction with ss. 80 and 82 of the Lands Clauses Act, 1845. On turning to the latter section we find that it provides that the costs of all conveyances shall be borne by the purchaser, and that such costs shall include all charges and expenses incurred, both by the vendor and the purchaser, of verifying the title to the lands, and making out and furnishing such abstracts as the purchaser may require and "all other reasonable expenses incident to the investigation, deduction and verification of such title."

The first point with which one is impresed on reading this section is that the costs provided for therein commence only with the deduction of the title, and nothing is said about the costs incurred by the vendor before that stage is reached, such, for example, as the costs of negotiations and of the agreement for sale. Quite clearly, these costs must fall on the vendor, and there is no liability, under the Act, for the purchaser to bear that part of the expense. Moreover, the vendor may be obliged to incur the expenses of a surveyor and valuer, and again these expenses must be borne by him, for the purchaser's liability, quite clearly, only commences, as we have stated, with the deduction of title.

However, we find that s. 6 of the Act provides that the purchasers may enter into agreement with the owners of lands as to the sale thereof, for a money consideration, and this will entitle the parties to agree between themselves that all expenses of and incidental to the negotiations, including the expenses of a valuer, and of the agreement for sale, shall be borne by the purchasers. Indeed, if such costs and expenses are not provided for in an agreement between the parties, then it is clear that they cannot otherwise be recovered by the vendor from the purchaser.

In this respect it should, perhaps, be emphasised that where the vendor desires to provide for the costs, other than those which he is entitled to recover from the purchaser by virtue of s. 82, *supra*, he should refer to the particular items in specific and unequivocal terms. The use of general words or any attempt at a short cut will frequently defeat its object. Thus, to provide in the agreement between the parties that the purchaser shall pay "all the vendor's costs arising out of the sale" may well be construed as meaning nothing more than is already provided by s. 82. If the purchaser is content to pay for the costs of the negotiations leading up to the purchase, and the costs of and incidental to the preparation and completion of the contract as well as the costs of deducing title, including the provision of an abstract, and of the settling and completing of the conveyance, then the agreement should say so plainly.

Reverting now to the costs of deducing title and of the completion of the conveyance, which, as we have seen, are excluded from Sched. I, Pt. 1, by r. 11 of that part of the order, it will be evident that Sched. II must apply to these costs since such business comes within the term "other business" in para. 2 (*c*) of the General Order of 1882. The same will apply to the costs of negotiations and of the agreement for sale, where the parties agree that such costs shall be borne by the purchaser.

It may be, of course, in some instances, where the purchase price of the land is high, that the scale fee would be more remunerative to the vendor's solicitors than the item charges, and they might have it in mind to endeavour to agree with the purchasers that the provisions of r. 11 should be excluded. It will be seen, however, that the terms of r. 11 are imperative and that the purchasers of land under the Lands Clauses Consolidation Acts have no power to contract out of the order, or, if they do, they do so at their peril, for if they pay more than they would be bound to pay under a bill of costs properly made up according to the scale laid down by Sched. II, then the persons contracting on behalf of the purchasers might be called to account for their action which resulted in the purchasers having to pay more than they were statutorily obliged to do.

In point of fact The Law Society were advised by counsel that an agreement by a purchaser to pay costs according to

the scale under Pt. 1 of Sched. I of the order was not *ultra vires* if the remuneration was reasonable. This, as we have observed, is the main factor to be considered. If the scale remuneration under Sched. I, Pt. 1, is much in excess of the charges made up under Sched. II then it is going to be very difficult to say that the agreement to pay scale fees is reasonable; and whilst the vendor could, no doubt, enforce the agreement, it is going to be very awkward for the agent of the purchaser to defend his action, if he is attacked by his principals.

It will have been observed that the last sentence of r. 11 refers to *sales* under the Lands Clauses Consolidation Act, or other private or public Act, and it was argued in *Re Stewart* (1889), 37 W.R. 484 that the word "sale" has a general meaning, and that the purchasers' solicitors' costs are excluded from Sched. I in the same way as the vendors' solicitors' costs are excluded. Kay, J., however, disposed of this argument, and held that Sched. I applied to the purchasers' solicitors' costs, since r. 11 expressly provided for the exclusion from Sched. I of *sales* only and not of sales *and* purchases, and he felt that the provisions of s. 82 of the Act indicated that this limitation was intentional.

In the result, therefore, the purchasers' solicitors' costs will be made out according to the scale under Sched. I, and this will apply not only to the investigation of title and the preparation and completion of the conveyance, but also to the negotiation, if any, conducted by the purchasers' solicitors. It may very well be that in some instances the purchasers' solicitors' costs will exceed considerably the vendors' solicitors' costs which are made out according to Sched. II.

So far we have dealt with the case of sales of unregistered land, for Sched. I does not apply to sales of registered land, and r. 11 of Pt. 1 of that Schedule can, therefore, have no application. The remuneration in respect of transactions affecting registered land is dealt with in the Solicitors' Remuneration (Registered Land) Order, 1925, and nowhere in that order is there any provision similar to r. 11 in Sched. I, Pt. 1, of the Order of 1882.

The inference to be drawn from this is that so far as compulsory sales of registered land are concerned, whilst s. 82 of the Lands Clauses Act, 1845, applies with the result that the purchasers will be bound to pay the vendors' costs, the latter costs will be regulated by the scale laid down in the registered land remuneration order; and the vendors' solicitors cannot, after the matter is completed, substitute Sched. II remuneration for the scale remuneration because they find it more advantageous so to do.

There is, however, one way in which the vendors' solicitors acting in connection with the sale of registered land can force the purchasers to pay their costs on an item basis under Sched. II. It will be found that para. 1 (*m*) of the Solicitors' Remuneration (Registered Land) Order, 1925, provides that a solicitor may, before undertaking the business, by writing under his hand communicated to the client, elect that item remuneration shall apply. It will be noticed that there are three requirements, namely, that the election (*a*) must be made *before* undertaking the business, (*b*) must be in writing, and (*c*) must be communicated to the client. Although s. 82, *supra*, provides that the purchaser shall pay the vendor's costs, it does not thereby make the vendor the client of the purchaser's solicitor.

Hence, if the solicitor, on being instructed and before undertaking the business, observes that Sched. II remuneration will pay him better than the scale fee under the registered land order, and he elects in writing addressed to the vendors that he will undertake the business only on the basis of Sched. II remuneration, then he has complied with the requirements of para. 1 (*m*) referred to above, and the purchasers will be bound by that election, even though they may be unaware that the vendors' solicitor has elected to charge item remuneration instead of the scale fee under the order.

J. L. R. R.

A Conveyancer's Diary

THE PUBLIC ELEMENT IN CHARITABLE GIFTS

THE affirmation on appeal of the decision in *Gibson* v. *South American Stores (Gath & Chaves), Ltd.* [1949] Ch. 572 (see p. 822 of this issue), serves to clarify an important point in connection with the validity of charitable organisations with strictly limited purposes. The defendants were a limited company carrying on business abroad but incorporated in this country. By one of the articles of association of the company a percentage of its profits was directed to be set aside for a fund called the "Employees' Health and Relief Fund," which was vested in trustees by a trust deed executed by the board of the company. The trust deed provided that the fund should be used for granting benefits to a class of beneficiaries defined as "all persons who in the opinion of the . . . board are . . . necessitous and deserving and who are or have been in the company's employ . . . and the wives, widows, husbands, widowers, children, parents and other dependants of any person who for the time being is or would if living have been himself or herself a member of the class of beneficiaries." After a number of preliminary points of construction on the trust deed had been disposed of, the main question whether the trusts declared by the deed were good charitable trusts or not was considered. If the answer to this question had been in the negative, the whole fund would have become subject to a resulting trust in favour of the company, on the principle adopted in *Re Hobourn Aero Components, Ltd.* [1946] Ch. 194, where a fund subscribed by the employees of the company for the purpose of alleviating distress caused by air raids, without any qualification of poverty in the recipient, was held to be non-charitable and an order made for the distribution of the fund *pro rata* among its subscribers, so far as they could be traced. In fact, both Harman, J., and the Court of Appeal came to the conclusion that, in the present case, the trusts declared by the trust deed constituted a valid charitable trust.

There were, however, certain difficulties in the way before this conclusion could be reached, in particular the fact that *prima facie* the trusts in this case lacked the element of public benefit which is generally required before a trust or gift passes the tests prescribed for the constitution of a good charitable trust or gift: *Gilmour* v. *Coats* [1949] A.C. 426 is the last of a long line of cases emphasising the necessity for the presence of this element in gifts and trusts of this kind, and in *Re Drummond* [1914] 2 Ch. 90 Eve, J., had refused to recognise as a charitable trust a bequest of shares on trust to apply the income for the purpose of contributing to the holiday expenses of the employees of a certain company. This last decision had in the meantime received the express approval of the Court of Appeal: see *Re Compton* [1945] Ch. 123, 130. But before concluding that the trust in *Re Drummond* was a trust for private individuals and so outside the category of valid charitable trusts, Eve, J., had dealt with, and decided against, the argument that the bequest should be construed as a gift for the relief of poverty; and it is in the rejection of this argument in *Re Drummond* that the distinction between that case and the present case lies.

In *Re Compton, supra*, it was held that certain old cases upholding the validity as charitable trusts of trusts for the benefit of poor relations of the settlor, although anomalous, must be regarded as good law, and in this connection the Master of the Rolls (Lord Greene) made the following observations (at p. 139):—

"... There may perhaps be some special quality in gifts for the relief of poverty which places them in a class

by themselves. It may, for instance, be that the relief of poverty is to be regarded as in itself so beneficial to the community that the fact that the gift is confined to a specified family can be disregarded . . . Failing such a ground of distinction I can only regard the 'poor relations' cases as anomalous . . ."

This point of public element and the necessity for its presence in charitable trusts was again considered in *Re Hobourn, etc., supra*, where Morton, L.J. (as he then was), observed that where poverty is essential in the qualification for benefits under a particular fund, cases had existed where trusts which would appear to be of a private nature had been held to be charitable.

On this state of the authorities Harman, J., found himself able to pronounce for the validity of the trust as a good charitable trust in the present case. The ground upon which this decision was based was not that in the case of objects falling within the first of the four categories of charity as defined in Lord Macnaghten's famous classification in *Pemsel's* case [1891] A.C. 531, i.e., the relief of poverty (as opposed to the advancement of education, the advancement of religion, and other purposes beneficial to the community), an element of benefit for the public at large is inessential, but that a public object is always necessary to make a trust legally charitable, and the explanation of the poverty cases is that in this case a much narrower object may be considered to work a public benefit than in the other categories.

This is a valuable distinction. The Court of Appeal found itself able, in affirming the judgment below, to base its decision on an unreported case decided by the Court of Appeal in 1934, which was not cited to Harman, J., where a trust similar to that in the present case was upheld; but it does not appear that this fortunate discovery did more than reinforce the analysis of the authorities undertaken in the court of first instance and the conclusion which was drawn therefrom.

A further point of interest in this case arose because the fund had, in the course of time since its inception, grown larger than it was necessary for it to be for the purposes set out in the trust deed, since the number of claimants on the fund did not exhaust its income. It was held that as the fund had been built up out of the company's profits for purposes connected with the employees of the company, there was no general charitable intention behind the trust, and the result was that any funds not now required for the purposes of the trust should not be applied *cy-près* for other charitable purposes, but reverted to the company.

"A B C"

Landlord and Tenant Notebook

FLATS AND SCHEMES

In *Kelly* v. *Battershell* [1949] 2 All E.R. 830 (C.A.), the tenant of a flat complained of the conversion of the rest of the building into hotel premises, basing her claim on alleged derogation from grant and on breach of obligations imposed by an alleged scheme. Last week's "Notebook" dealt with the derogation claim and its fate and I now propose to discuss that of the alternative claim.

The facts relevant to this issue were that when the plaintiff took the fifth (and top) floor flat in 1940 it was one of four residences which, together with a "kind of club" carried on by the then landlord on the ground floor and basement, constituted the building. While she herself did not enter into any written agreement, she agreed (she deposed) verbally to use the flat only as a private dwelling; and the then landlord said, according to her, that he proposed to maintain the house for private residents. It had twice been let before by formal written agreements; the tenants of the fourth floor and third floor flats, and the tenant of the first and second floors, were all bound by written agreements entered into a few years earlier. And all the agreements concerned contained covenants appropriate to lettings of residential property, including a covenant to use the premises as a private dwelling only, a covenant against nuisance and annoyance to the landlord *and other occupiers*, and also covenants restricting their rights to keep animals and obliging them to clean and curtain windows and sweep chimneys and not to obstruct the common staircase. Some changes had occurred since the plaintiff's tenancy began, in that some of the rooms on the floors below hers were let off singly, furnished, and meals supplied; but the use of ground floor and basement as a "club or lecture centre" continued till the landlord sold his lease to the defendants, his neighbours, who ultimately incorporated all but the fifth floor in their hotel.

The examination of the question whether these facts evidenced a scheme in law called for rather more energy and for reference to more authorities than did the discussion of the derogation point.

An argument that there was an implied covenant binding the landlords not to use the rest of the building otherwise than as private residences having failed, because the court, applying *Luxor (Eastbourne), Ltd.* v. *Cooper* [1941] A.C. 108, held that the statement of intention (in fact denied) could not be turned into an implied covenant, the essential requirements of an enforceable scheme were gathered from such authorities as *Spicer* v. *Martin* (1888), 14 App. Cas. 12, and *Renals* v. *Cowlishaw* (1879), 11 Ch. D. 866. These were building estate cases, and their effect was summarised by Parker, J. (whose judgment in *Browne* v. *Flower* [1911] 1 Ch. 219 had, it may be remembered, been found so useful when dealing with derogation from grant), in *Elliston* v. *Reacher* [1908] 2 Ch. 374. The learned judge held that four things must be proved by a plaintiff who sought to rely on a building scheme: title derived from common vendor; sale in lots subject to restrictions pointing to a general scheme of development; intention thereby to benefit purchasers; both parties to have purchased on the footing that those restrictions were intended to enure for the benefit of the other lots. The object in imposing the restrictions would be a matter of inference, enhancement of values being useful evidence; whether a purchase was made on the footing, etc., was also possibly a matter of inference, and a purchaser's ignorance of the facts would prevent any such inference from being drawn.

There is, of course, no reason why the principle, an equitable one, should not be applied to flats; and though express reference to the process and such modifications in point of detail was not recorded till Atkinson, J., gave judgment in *Newman* v. *Real Estate Debenture Corporation, Ltd., infra*, illustrations were not lacking.

Hudson v. *Cripps* [1896] 1 Ch. 265 was, for instance, a decision on facts which bore some similarity to those before the court. The plaintiff, tenant of a flat in a block of flats, was granted an injunction to restrain her landlord from turning the rest of the building into a club. There were over twenty residential flats in the building when the plaintiff took hers, and not only were they held under similar agreements appropriate to such lettings, and not only was the building laid out for occupation in flats, but the provisions evidenced a scheme for the general management of the block, covenants against business, etc., and an elaborate code of regulations concerning refuse disposal, coal supply, lifts, obstruction of landings, etc., status of porter, etc. In *Alexander* v. *Mansions Proprietary, Ltd.* (1900), 16 T.L.R. 431, the conversion complained of was actually conversion into an hotel, and again the plaintiff succeeded by virtue of the existence of a scheme of management evidenced largely by provisions in tenancy agreements. There was no evidence of such a scheme in *Gedge* v. *Bartlett* (1900), 17 T.L.R. 431 (C.A.), but the court held that there was an implied covenant that the other flats should be used for residential purposes, which had been

broken by letting part of the building as offices. This authority was mentioned in the course of *Kelly* v. *Battershell*, but no argument appears to have been developed from it; it seems difficult to reconcile it with *Luxor (Eastbourne), Ltd.* v. *Cooper, supra*, which may well have invalidated it.

But the plaintiff's sheet anchor, as Cohen, L.J., called it, was *Newman* v. *Real Estate Debenture Corporation, Ltd., and Flower Decorations, Ltd.* (1940), 162 L.T. 183, a case which, like the one before the court, concerned a house consisting of flats rather than a block of flats; but not a house of the kind so common in London which, intended to be and originally used as a residence for a single family, had since been converted into flats. The decision has, it may be observed, come in for a good deal of academic criticism, coupled, in the case of at least one learned periodical, with an expression of regret that the defendants did not take the case to the Court of Appeal. The county court judge who tried *Kelly* v. *Battershell* at first instance characterised *Newman* v. *Real Estate Debenture Corporation* as something of an innovation, and Cohen, L.J., considered that it represented the high water mark of cases where a scheme could be inferred.

Its facts were, shortly, as follows: the plaintiff took two of four flats above a shop in Mayfair. The shop was shut off from the residential part of the building. The flats had always been let as such, and it was clear that the building had been designed to be used in that way. The landlord was himself a lessee bound by covenants restricting business user. When the plaintiff agreed to take his lease he was asked for three social references in addition to the three business references he had given, because of the alleged standing of other tenants. The tenancy agreements under which the flats were let were in identical terms and of the type used when letting residential flats, limiting user to residence. There was also in each case a covenant to observe and comply with all reasonable regulations which might from time to time be made by the lessor for the proper management of the building or the general comfort and convenience of the tenants and occupiers. In this respect the position corresponded to that disclosed in *Hudson* v. *Cripps, supra*. But, on the one hand, no regulations appear ever to have been made; on the other hand, the agreements themselves, like those in *Alexander* v. *Mansions Proprietary, Ltd., supra*, themselves dealt with such matters as coal storage, hanging out washing, etc.

Atkinson, J., held that there was no difficulty in applying Parker, J.'s exposition of the requisites of a building scheme, made in *Elliston* v. *Reacher, supra*, to a block of flats; the flats, as it were, corresponded to building plots; the restrictions could be shown to be for the benefit of occupiers of neighbouring flats, and a tenant might take a flat, just as a purchaser might buy a lot, on the footing that the restrictions were intended to enure for the benefit of occupiers of other flats. It was, perhaps, on the last point that the plaintiff's case was weakest; and, as mentioned, ignorance would be a fatal objection to a claim that a plot was bought on the footing that the restrictions were intended to enure for the benefit of purchasers of other lots. In fact the learned judge did not appear to find the question at all a troublesome one: "I have no doubt whatever that Newman took it for granted that everyone held subject to the same restrictions." Of course, the evidence of layout, the nature of those restrictions, and the insistence on additional references may be said to justify the somewhat tersely stated finding; and "on the footing" does not connote full knowledge of details.

In *Kelly* v. *Battershell* the county court judge found himself unable to draw a similar inference from the facts before him; there were, it is true, some similarities, but there were differences in layout, in the extent to which agreements regulated the relations of tenants *inter se*, and in what one might call the degree of awareness of the plaintiff when she took the flat as compared with the state of mind of the plaintiff in *Newman* v. *Real Estate Debenture Corporation, Ltd.* There was, moreover, direct evidence by the original landlord that he had had no intention of carrying out a scheme at all; which evidence the Court of Appeal, disagreeing with the county court judge on this one point, considered admissible.

R. B.

HERE AND THERE

OLD YEAR: NEW YEAR

THE bells that ring the old year out ring out a generally satisfactory and busy term in the High Court. At the Old Bailey, on the other hand, and in other centres of criminal jurisdiction, the lists were down. One does not get the impression that criminal tendencies have notably decreased of late, so can it be that our under-staffed, underpaid police force, so largely employed in watching motorists, instead of being allowed to attend to its proper function, has a bigger job than it can really tackle? In its degree, it is just as necessary to pay the policeman well as to pay the judge. A happy new deal to him. At one point in the year it looked as though the Legal Aid and Advice Act was going to set the lawyers instantly adrift on uncharted seas of innovation. "Free" legal aid was at first expected to cost the public funds (and that's everybody) one and a quarter millions, but we all know what estimates are at high levels, and it's gone up a lot since then. If, in counting the cost of the new universal health, no one realised that the hypochondriac (or joy-through-symptoms type) was scattered as liberally through the lower income groups as the higher, heaven knows what unguessed springs of litigiousness and spite would gush forth, once it was all on the Treasury, filling the lawyers' waiting rooms with frantically aggrieved persons till you couldn't tell them from a surgery full of aspirin addicts. Apparently (so says the Attorney-General) the scheme, in so far as it is not deferred, will come into part operation in or about next July. High Court and Court of Appeal will be in; county courts (save in remitted cases) and House of Lords and Privy Council will be out for the present.

MECHANISED APPEAL COURT

THE use of an automatic recording apparatus in the Court of Appeal (Evershed, M.R., Cohen and Asquith, L.JJ.) to preserve verbatim a judgment embodying the terms of a settlement, is the first occasion of its kind in the history of the Law Courts. Apparently impetus was given to the experiment by a recent contretemps when both parties to an appeal took it for granted (but erroneously) that a shorthand note was being taken automatically, obtained leave to appeal to the House of Lords and then too late discovered that there was no transcript to go into the printed case. From scattered jottings, memoranda and personal recollections of the lords justices and divers persons present a sufficiently convincing set of judgments was prepared, but the incident seems to have set other ideas in motion. If the innovation catches on and a piece of magnetised wire can be made to do the work of pencil and notebook, the people likely to be first and most nearly affected would be the shorthand writers. But there are one or two drawbacks to the method worth considering. First of all, I have never met anyone who, on first hearing his own voice played back to him from a recording, did not suffer a severe shock to his vanity and self esteem. The experience is almost always humiliating and odious. How would the Olympian sages of the law like echo to tell them just what they sound like to an impersonal listener? Next, it is sometimes naïvely assumed that a shorthand note is an exact record of things actually said. In fact an enormous amount of processing goes on between the stenographic symbols and the typescript. Only in a fit of extreme malice or spleen would a shorthand writer dismay a Parliamentary or forensic orator with an exact record of what he actually said in the way of false starts, the unfinished sentences, the incomplete parentheses. How readily would the judges dispense with this unobtrusive polishing of their periods for the edification of posterity?

LITERAL RECORD OFFICE?

WHENEVER something new is tried there are always those who foresee it being carried forthwith to the *n*th degree. Of course, it would be theoretically possible to record every judgment, perhaps every utterance in evidence or in argument, in the High Court, but the cost would be enormous and there aren't unlimited pennies in the money-box just now. The problems of storage would be formidable and there's little enough elbow room available. Certainly the name of the Record Office would take on a new significance if one could call there to have a favourite recording of, say, Hallett, J., played over to one. A new feature

in legal journalism would grow up, the reviewing of the latest recordings for technical accomplishment, beauty of sound and educational or entertainment value. The possible repercussions in the world of law reporting need, probably, not be startling. After all, the difference between a dictaphone note and a shorthand note is only one of method, and the reporter must either hear all the cases, read all the transcripts or play over all the records in order to make up his mind which cases are reportable and which are not. The work of selection is basically the same. He would still have to comb the papers to correct judicial inaccuracies of fact (yes, even that happens, and oftener than you might think). The précis of the argument would still have to be his précis. I suppose it is theoretically conceivable that in some other and different organisation of the legal world, libraries of law reports would consist of collections of records to be played over in sound-proof cabins. But even so the record would be no more helpful than a bare transcript would be to-day (with the additional disadvantage of difficulty in finding any given passage). The function of the law reporter (all too little realised by many who ought to know better) is so to handle his raw materials—transcript, documents in the case and notes of argument—as to bring clarity out of confusion. But, going back to those recordings, there is one function that they could perform with unique efficiency. How often do appellate tribunals complain that they did not hear the actual tone and manner of answering of a vital witness. Hesitations, intonations, personal idiosyncrasies—the shorthand note is eluded by them. Suppose the Court of Criminal Appeal could actually hear the witnesses. That, I think, would be well worth the experiment. Talking of mechanised law, you remember how a short time ago Nevada State came out with the last word in jurisprudence, the juke-box or "dollar in the slot" divorce proposed in a Bill before the Legislature. The petitioner would punch a time clock on the machine every day during his forty-two qualifying days of residence. On the forty-second a green light would flash on and the petitioner would insert 100 dollars specially minted from Nevada silver. Out would come a signed and sealed divorce decree while, I am told, the machine played some suitable air. It was guaranteed to ensure no cause list arrears in Nevada.

RICHARD ROE.

CORRESPONDENCE

[The views expressed by our correspondents are not necessarily those of THE SOLICITORS' JOURNAL*]*

Sale of Mortgaged Registered Land

Sir,—We find ourselves not infrequently acting for a vendor on a sale of registered land where the property is in mortgage and the vendor does not know the title number under which the property is registered.

The usual practice in these circumstances is to apply to the Land Registry for an office copy of the entries on the register in order that a draft contract may be prepared. It appears, however, from conversations which we have had with other solicitors, that the impression prevails that it is impossible to apply for an office copy without first ascertaining the title number, and that normally the course adopted is to inquire of the mortgagees.

This seemed to us to be both a waste of time and a considerable inconvenience to mortgagees, with the result that last year we took the matter up with the Land Registry and discovered that it is not necessary to state the title number on the application form for an office copy, but that the Registry will themselves ascertain the number by searching the Index Map if a request for such search is added to the form. We adopt this procedure in all cases where we have reason to believe that the title to the property is registered, there being no fee for the search where the land is situated in the compulsory area, such fee having been remitted as a result of our correspondence with the Registry.

We are informed by the Registry that searches of the Index Map are dealt with expeditiously, and that the result is usually available within twenty-four hours of the receipt of the application. This compares very favourably with the time taken by mortgagees to reply to an inquiry as to the title number, such time being, in our experience, anything up to seven days.

We have found that the procedure which we adopt, as indicated above, works very well, and we suggest that it be brought to the notice of the profession generally.

J. A. PHILLIPS & CO.

Southall.

REVIEWS

Chancery Lane and its Memories. By A. K. BRUCE. 1949. London: Butterworth & Co. (Publishers), Ltd. 5s. net.

In this little booklet you will not find either a systematic account of the history and topography of Chancery Lane or a broad coherent account of its development. There is, however, a good deal of miscellaneous information, much of it interesting, about sites and personalities. The chief concentration is on the Rolls which formerly stood on the site of the Public Record Office. There is also some account of Lincoln's Inn. Where there is no claim to comprehensiveness, it is not right to complain of omissions, but Serjeant's Inn surely deserved more than a bare mention. The pencil drawings of buildings are curiously lifeless.

Buckley on the Companies Acts. Twelfth Edition. By the Hon. D. B. BUCKLEY, M.B.E., M.A., Barrister-at-law, a Bencher of Lincoln's Inn. Assisted by NIGEL WARREN, B.A., of Lincoln's Inn, Barrister-at-law and G. BRIAN PARKER, M.A., LL.B., of the Middle Temple, Barrister-at-law. Consulting Editor: CECIL W. TURNER, Barrister-at-Law, a Bencher of Lincoln's Inn. 1949. London: Butterworth & Co. (Publishers), Ltd. 105s. net.

This is the book for which company lawyers have been waiting. Views may differ as to whether Buckley or Palmer is the best of the leading text books on company law, but both have a deservedly high reputation. The new edition of Buckley has the big advantage of including the text of all the Rules, Orders, Statutory Instruments and Regulations on the subject, which it is desirable to have available in full, whereas the present edition of Palmer lacks many of these and in particular the 1949 Forms Order and the appendix to the 1949 Winding Up Rules. There is also reproduced in Buckley other useful matter such as the notes issued by the Registrar of Companies as to "Names of Companies," the notes issued by the Board of Trade as to procedure on applications under s. 19 and extracts from appendix 34 of the rules of The Stock Exchange, London, indicating the requirements of The Stock Exchange in connection with an application for permission to deal and quotation.

It is a pity that Mr. Gordon Brown, who was responsible for the 10th and 11th editions, was unable to participate in this present edition as consulting editor; but, since Mr. Cecil Turner has undertaken this post, loss is counter-balanced by gain.

The inclusion of references to the rules of The Stock Exchange is valuable, but it should have been remembered that the council have power under the rules to waive strict compliance with all or any of the provisions of appendix 34 and that the practice of The Stock Exchange is therefore of importance. Thus it is, for example, quite correct to say (p. 879) that the rules require that in the case of a company requiring a quotation the articles of association must provide that a director shall not vote on any contract in which he is interested, but it is desirable to add that as a matter of practice this requirement is normally relaxed so as to permit the exclusion of transactions such as those mentioned in paras. (2) and (4) of reg. 84 of the 1948 Table A. The Stock Exchange acts as a guardian of the investing public and its requirements on an application for quotation are flexible and often varied in a particular case where circumstances justify relaxation and the public interest is nevertheless adequately safeguarded. It was this flexibility which caused the Cohen Committee to recommend the provision that enables a prescribed stock exchange to dispense with strict compliance with the requirements of s. 38 and of the 4th Schedule in appropriate cases. Appendix 34 is not to be regarded as in any way akin to the laws of the Medes and Persians.

The task of preparing this edition has been most thoroughly and carefully carried out and it is a worthy successor to those which have gone before. It is particularly pleasing to realise that there has been no attempt to rush the edition out in haste and by so doing to sacrifice accuracy for speed.

In a book covering over 1,200 pages (excluding the index and table of cases) it would be surprising if a reviewer could not find points of criticism, but here they are so few and far between that it would be wrong to give them undue stress. One criticism should however be made in response to the criticisms made by the learned authors on reg. 5 of Table A, Part II. Regulation 5 provides that, subject to the provisions of the Act, a resolution

in writing signed by all the members entitled to vote shall be as valid and effective as if such resolution had been passed at a general meeting, and the authors' comment is: "This article appears to be somewhat dangerous and undesirable"; upon this point many practitioners will disagree and in any case it is quite likely that reg. 5 only re-states existing law on the subject as set out on pp. 337 and 338. How can it be dangerous to permit some act to which all whose authority is required have agreed?

Addenda bring this edition up to June, 1949, although it should have been noted that *Re William Metcalfe & Sons* [1933] Ch. 142 has been overruled.

Ranking and Spicer's Company Law. Eighth Edition. Edited by H. A. R. J. WILSON, F.C.A., F.S.A.A. and T. W. SOUTH, B.A., of the Middle Temple, Barrister-at-Law. 1949. London: H. F. L. (Publishers), Ltd. 21s. net.

This book is a particular favourite among accountants and students of accountancy and its reputation is well deserved. The present edition is as heretofore the joint responsibility of an accountant and a lawyer, an excellent combination which could be employed to advantage in the preparation of other text books on company law.

It is an excellent book containing a good deal of meat and the two major criticisms made below should not be regarded as indicating the contrary.

The views of the learned authors on the effect of s. 23 of the Companies Act, 1948 (see pp. 66 and 144), cannot escape criticism. Leading authorities are unanimous in declaring that owing to the wording of subs. (2) s. 23 cannot be employed to effect a variation of the special rights attached to any class of shares, yet here it is apparently suggested that the effect of s. 23 (2) is only to make it clear that rights such as those conferred by s. 72 and s. 210 of the Act are not affected and that s. 23 does authorise a variation of rights.

One cannot but quote with amazement the following paragraph:

> "The typical method of capitalising profits is to declare a bonus, and on the same day, to make a fresh issue of shares or debentures or a call on the existing shares, giving the members the right to have the one liability set off against the other; but a direct issue of bonus shares would probably be upheld (see Table A, para. 128)."

Had this paragraph appeared in a text book 40 years ago it need have provoked no comment, but the "typical method" to-day is certainly not that stated above and the use of the word "probably," when dealing with the validity of a proceeding provided for by the 1948 Table A and previously upheld by a number of decided cases, is surprising.

The layout and printing of the book are fully satisfactory, although it is a little confusing to use the same sign (§) for sections of the Act and sections of a chapter.

There is a wealth of useful information in this book on all aspects of company law (other than winding up, which is dealt with in an allied text book, and the detail of the accountancy provisions of the Act, which are better dealt with separately) and it should continue to command a good public.

NOTES OF CASES

COURT OF APPEAL

EMPLOYEES' BENEFIT FUND: WHETHER A CHARITY: PUBLIC ELEMENT

Gibson *v.* South American Stores (Gath & Chaves), Ltd.

Evershed, M.R., Asquith, L.J., Wynn Parry, J.

15th and 16th November, 1949

Appeal from a decision of Harman, J. (reported *ante*, p. 404 and [1949] Ch. 572).

The defendant company, incorporated in 1912, conducted a number of retail stores in the Argentine Republic, and, by a subsidiary, in Chile. Its articles of association provided that the company was to set aside 2 per cent. of its profits annually for an "employees' health and relief fund." By a trust deed made on 14th April, 1918, the money set aside was vested in trustees and the beneficiaries of the fund were therein defined as all persons who, in the opinion of the London board, should be necessitous and deserving, and were in the company's employ, or of any of its agents and the wives, widows, husbands, children, parents and other dependants of any person belonging to the class of beneficiaries. The deed contained power to modify or rescind any of its provisions. In 1948 the fund amounted to £105,000, and the articles were amended by providing that no more money should be paid into it. There were about 5,000 persons in the company's employ, mostly in South America, but the calls on the fund were now less than its income and were diminishing. On a summons taken out by the trustees Harman, J., held that, as all the beneficiaries must satisfy the condition of being necessitous and deserving, and the class was wide enough to have a public element, there was a valid charitable trust created by the trust deed, for the authorities showed that trusts in relief of poverty did not require so wide a public object as other charitable trusts. As the trust fund was now much larger than was necessary to carry out its objects, he directed a *cy-près* application of the fund. The company appealed.

EVERSHED, M.R., said that two main questions arose: (1) Whether the fund was only for the benefit of necessitous persons, and (2) whether, if so, it created a valid charitable trust. It was clear that since the trust deed of 1918 had been executed the fund was no longer the property of the company, but was the subject of a trust. Clauses 3 and 4 of the deed showed that the benefit of the fund was intended for members of the class who should in the opinion of the London board be necessitous and deserving, and that applied to relations and dependants of employees, as well as the employees themselves. The power to revoke the trust was probably void as offending against the rule against perpetuity, but it was not necessary to decide that point. See *In re Sir Robert Peel's School* (1868), L.R. 2 Ch. 543. The court would hold that on the true construction of the deed there was a direction that the fund be held for charitable purposes. The next point, one of difficulty and importance, was whether a trust for poor persons employed by some person, firm or company was a good charitable trust, or whether it failed for lack of the necessary public element, a point which had been re-emphasised in recent decisions. In *In re Drummond* [1914] 2 Ch. 90, there was no poverty qualification and the trust failed. That decision was approved by the court in *In re Compton* [1945] Ch. 123, where Lord Greene, M.R., dealt fully with the problem of public character. Where there was no element of poverty the employees of a particular undertaking were not a section of the community. It was however suggested that what had been called the "poor relations" cases, *Spiller* v. *Maude* (1881), 32 Ch. D. 158*n*, and others, were inconsistent with this decision. But the matter, so far as the Court of Appeal was concerned, was already concluded by its own decision in the unreported case of *In re Sir Robert Laidlaw's Trusts* (1935). Material supplied by counsel showed that the point of the present case was directly involved in the *Laidlaw* case, where it was held that a trust for the poor employees of a business was a valid charitable trust. The court was bound to follow that decision. The result was that the decision of Harman, J., was correct. But another point, not argued in the court below, had been raised, whether there was a general charitable intention. Harman, J., on the assumption that there was, had directed a *cy-près* application of the fund. But here on the facts of the case and the objects stated in the trust deed, it was a trust for a limited class which was clearly not intended to last indefinitely. Therefore, applying the decision in *In re Talbot* [1933] Ch. 895, there was here no sufficient ground for saying that a general charitable intention had been shown, and so far as the funds were not required for carrying out the trusts of the deed, they would revert to the company.

ASQUITH, L.J., and WYNN PARRY, J., concurred.

APPEARANCES: *Milner Holland*, K.C., and *E. Blanshard Stamp*; *Pascoe Hayward*, K.C., and *R. H. Walton*; *Ingram Lindner* (*Slaughter & May*); *Denys Buckley* (*Treasury Solicitor*), for Attorney-General.

[Reported by H. LANGFORD LEWIS, Esq., Barrister-at-Law.]

CHANCERY DIVISION

FAMILY PROVISION: PARTIAL DISCLAIMER BY APPLICANT

***In re* Simson; Simson *v.* National Provincial Bank**

Vaisey, J. 1st November, 1949

Adjourned summons.

The summons was taken out by the widow of a testator who left estate worth £14,000, asking for reasonable maintenance out of the estate. The parties had been separated and the testator had been paying his wife £200 a year. By his will he left £2,600 to his wife, £6,100 to his housekeeper, £500 each to

two nephews, and the residue, which after payment of duty was about £3,000, to his two children, who were of age and earning their own living. The applicant, by her solicitors, before the Master, declared that she had no intention of making any claim against her two nephews, and the executor paid their legacies.

VAISEY, J., said that the applicant was entitled to maintenance so as to bring her income up to the £200 she had previously enjoyed. Her £2,600 could probably be invested at 4 per cent., and would bring in £104 a year, leaving £96 to be provided by the persons taking under the will. The idea that residue alone was liable was all too prevalent in those cases; the liability fell on the whole estate. The housekeeper had been given board and lodging but no wages, and the testator desired to make this up to her, as she was nothing more than a housekeeper to him. The order that he would therefore have made, but for the applicant's disclaimer, was £55 a year payable by the housekeeper, £32 by the children, and £9 by the nephews. But, having regard to the express disclaimer of the applicant as against the two nephews, he could make no order against them, but it was their duty to make up to the applicant the £9 she had lost. The result would be that the applicant would receive two annuities of £55 and £32, making £87 altogether. If any application under the Inheritance (Family Provision) Act, 1938, was pending or impending or at all likely to be made, it was the duty of the executors to keep the estate intact until six months after the death and not to make any distribution to legatees or of residue. Further, in the present case the bank executor had not filed any affidavit, no doubt with the laudable desire of saving expense, and no information was obtainable on certain points. It was the duty of the executor, or in the case of a bank, the bank officials to file an informative affidavit as to any facts which the court ought to know.

APPEARANCES: *W. F. Waite; Maurice Berkeley, Rees-Davies, T. C. Burgess* (*Field, Roscoe & Co.*, for *Stockton, Sons & Fortescue*, Banbury; *Robinson & Bradley*, for *Frank White & Williams*, Ilford; *Elborne & Garland*).

[Reported by H. LANGFORD LEWIS, Esq., Barrister-at-Law.]

SURVEY OF THE WEEK

HOUSE OF LORDS

A. DEBATES

On the consideration of the Commons amendments to the **Justices of the Peace Bill** the LORD CHANCELLOR explained the new provisions with regard to qualifications of justices' clerks. Where the clerk himself was a solicitor, his assistants would be articled to him and qualify in the usual way, but where he was not, for the next ten years only, if an assistant had been in the office of a clerk to the justices for five years The Law Society could give him a certificate, and if he stayed for another five years, and passed all his examinations, The Law Society could admit him as a solicitor. The Home Secretary had reached this arrangement in consultations with the President, Secretary, and one or two members of the Council of The Law Society, and it was a reasonable compromise.

LORD SCHUSTER said this meant that a man could, without ever entering a solicitor's office and knowing nothing of a solicitor's business except the narrow part passing within magistrates' courts, hold himself out to the public as fit to discharge a solicitor's duties. He could set up a plate in the village street without ever having seen a will, or a contract for sale of land, or a trust deed in his life. The clause was a parliamentary outrage. It was a completely retrograde step going back to before the days of *Bleak House*, and was not only an innovation, but a scandal. LORD GODDARD said he had the authority of the MASTER OF THE ROLLS for saying that the latter regarded the proposals with considerable misgivings. It was an alarming departure. The practical experience was the most important part of a solicitor's training. He ventured to think that they ought to insist on the clause coming out of the Bill. The LORD CHANCELLOR took the view that once the principle of articling to a full-time qualified justices' clerk was accepted, there was no force in the argument that the assistant's experience would be limited. It would be so limited in either case. What about the case against articling to a solicitor to a railway company, or any other who saw only one particular type of work? The Law Society merely had a *power* to admit these assistants, they need not exercise it unless they thought it right in the particular case. LORD LLEWELLIN said this was, after all, only a limited provision for a very small number of people, and The Law Society was, after all, the professional body responsible for seeing that the right sort of person was admitted to the profession. The new provisions were agreed to.

[15th December.

HOUSE OF COMMONS

A. QUESTIONS

Brigadier MEDLICOTT asked whether the Minister of Health was aware that the terms of the Landlord and Tenant (Rent Control) Act, 1949, were making it impracticable for the rents of new houses to be fixed in advance or at a figure sufficient to cover the cost of construction. Mr. BEVAN replied that the maximum rent of a new house constructed under licence had to be approved by the local authority and in such cases was not by virtue of s. 1 (7) (*b*) of the 1949 Act subject to review by a rent tribunal. [16th December.

The MINISTER OF TOWN AND COUNTRY PLANNING said that he had no evidence of undue waste of time or money as a result of the scrutiny of applications for planning permission submitted by persons having no interest in the land such as to enable them to carry out the development even if permission were granted. The grant or refusal of planning permission in such a case did not prejudice the subsequent applications of persons having such an interest, because the grant of permission was not related to the applicant but to the type of development proposed and the decision once given was likely to be maintained if the development proposed was identical. [16th December.

Mr. J. EDWARDS stated that where a claim under the War Damage Business Scheme was paid in full on grounds of undue hardship or public interest, accrued interest was paid together with the amount of the claim as assessed. If an advance only was made, the payment of interest was deferred until the date on which the claim was paid in full. Interest was not payable on any advance made before 21st October, 1946. It was not the intention of the Government, as at present advised, to increase the compensation payable under the business scheme by any bonus analagous to that paid when damage occurred prior to a prescribed date. [16th December.

STATUTORY INSTRUMENTS

Cardiff — Brecon — Builth Wells — Llangurig Trunk Road (Tongwynlais and other Diversions) Order, 1949. (S.I. 1949 No. 2309.)

Coal Mines (Horses) General Regulations, 1949. (S.I. 1949 No. 2330.)

Colonial Stock Acts Extension (Nyasaland Protectorate) Order, 1949. (S.I. 1949 No. 2334.)

Control of Casein (Revocation) Order, 1949. (S.I. 1949 No. 2295.)

Control of Iron and Steel (No. 76) Order, 1949. (S.I. 1949 No. 2302.)

Draft **Electricity** (Commissioners and Others) (Compensation) Regulations, 1950.

Fats, Cheese and Tea (Rationing) (Amendment No. 8) Order, 1949. (S.I. 1949 No. 2346.)

Gas (Conversion Date) (No. 10) Order, 1949. (S.I. 1949 No. 2329.)

Gold Coast Colony and Ashanti (Legislative Council) (Amendment No. 2) Order in Council, 1949. (S.I. 1949 No. 2333.)

Grass and Forage Crop Co-operative Drying (Financial Assistance) (England and Wales) Amendment Scheme, 1949. (S.I. 1949 No. 2314.)

Grass and Forage Crop Co-operative Drying (Financial Assistance) (Scotland) (No. 2) Scheme, 1949. (S.I. 1949 No. 2319.)

Import Duties (Exemptions) (No. 3) Order, 1949. (S.I. 1949 No. 2326.)

Knoll Buoy Colchester (Revocation) Order, 1949. (S.I. 1949 No. 2332.)

Lands Tribunal Act (Appointed Day) Order, 1949. (S.I. 1949 No. 2335.)

This Order appoints 1st January, 1950, for the coming into force of ss. 1–4 of the Lands Tribunal Act, 1949, in all parts of the United Kingdom except Scotland.

London Traffic (Prescribed Routes) (No. 31) Regulations, 1949. (S.I. 1949 No. 2307.)

London Traffic (Prescribed Routes) (No. 32) Regulations, 1949. (S.I. 1949 No. 2324.)

London Traffic (Prohibition of Waiting) (Woking) Regulations, 1949. (S.I. 1949 No. 2336.)

National Health Service (General Medical and Pharmaceutical Services) (Scotland) (Amendment No. 3) Regulations, 1949. (S.I. 1949 No. 2344.)

National Insurance (Claims and Payments) Amendment (No. 2) Regulations, 1949. (S.I. 1949 No. 2317.)
National Insurance (General Benefit) Amendment (No. 2) Regulations, 1949. (S.I. 1949 No. 2318.)
National Insurance (Industrial Injuries) (Prescribed Diseases) Amendment (No. 3) Regulations, 1949. (S.I. 1949 No. 2316.)
Official Secrets (Ministry of Supply) Order, 1949. (S.I. 1949 No. 2315.)
Patents, etc. (Singapore) Order, 1949. (S.I. 1949 No. 2338.)
Planning Payments (War Damage) (Scotland) Scheme, 1949. (S.I. 1949 No. 2325.)
Rating Appeals (Local Valuation Courts) Regulations, 1949. (S.I. 1949 No. 2312.)
Rating and Valuation (Dissolved Authorities) Regulations, 1949. (S.I. 1949 No. 2310.)
Rating and Valuation (Forms of Proposal and Claim) Regulations, 1949. (S.I. 1949 No. 2311.)
Rating and Valuation (Transitional) Regulations, 1949. (S.I. 1949 No. 2313.)
As to the above four sets of regulations, see *ante*, p. 812.
Stockfeed Potatoes (Amendment) Order, 1949. (S.I. 1949 No. 2345.)
Stopping Up of Highways (Essex) (No. 3) Order, 1949. (S.I. 1949 No. 2331.)
Town and Country Planning (General Development) Amendment (No. 2) Order, 1949. (S.I. 1949 No. 2306.)
Town and Country Planning (General Development) (Scotland) Amendment No. 2 Order, 1949. (S.I. 1949 No. 2304 (S. 157).)
U.S.A. Securities (Income Tax Relief) (Amendment) Regulations, 1949. (S I. 1949 No. 2303).
Utility Handkerchiefs (Marking and Manufacturers' Prices) (Amendment No. 4) Order, 1949. (S.I. 1949 No. 2294.)
Utility Handkerchiefs (Maximum Prices) (Amendment No. 3) Order, 1949. (S.I. 1949 No. 2296.)
Woking Water Order, 1949. (S.I. 1949 No. 2328.)

NOTES AND NEWS

Honours and Appointments

The King has signified his intention to appoint Mr. GEORGE HAROLD LLOYD JACOB, K.C., to be a Judge of the High Court of Justice after the coming into force of the Patents and Designs Act, 1949, on 1st January.

Personal Notes

Mr. Walter Isaac, town clerk of Macclesfield, has been elected to the Law Committee of the Association of Municipal Corporations.

Mr. David Lawrence-Jones, solicitor, of London, E.C.2, was married on 17th December to Miss Gwynnyth Logan, of Groby, Leicestershire.

Miscellaneous

The Secretary of State for the Colonies has announced in the *London Gazette* that the West African (Appeal to Privy Council) Order in Council, 1949, is to come into operation on 1st January, 1950.

It is announced that from 6th January, 1950, *The Times Law Reports* will be published weekly as was the practice before 1940. A smaller format is to be adopted and more cases will be reported.

The Board of Trade draw attention to the fact that the existing Patents and Designs Acts are repealed from 1st January, 1950, and replaced by two new Consolidating Acts, one for patents and one for registered designs, and that the rules made under the existing Acts are accordingly revoked and new rules made under the new Acts. It is stated that the new rules provide for procedure and fees in connection with patents and designs, but maintain the main provisions of the existing rules and the fees are not substantially changed.

At an ordinary general meeting of the Royal Institution of Chartered Surveyors, to be held on Monday, 2nd January, 1950, at 5.30 p.m., Professor L. Dudley Stamp, C.B.E., B.A., D.Sc., will give an address on "The Use and Misuse of Land." Admission will be by ticket only, and members who wish to attend should make application to the secretary as soon as possible.

Mr. T. S. Dulake, F.R.I.C.S., will give an address on "Practical Points on Rating arising under the Local Government Act, 1948," to members of the Chartered Auctioneers' and Estate Agents' Institute, at 29 Lincoln's Inn Fields, London, W.C.2, on Thursday, 5th January, 1950, at 6 p.m.

SOLUTION TO "CHRISTMAS CROSS-EXAMINATION"

[The crossword puzzle appeared at 93 SOL. J. 809.]

ACROSS: 1. Tort; 3. Lushington; 11. Pie; 12. Racket; 13. Demand; 16. Inns; 17. Curry; 18. Uses; 21. Elisors; 22. Lessor; 24. Delict; 25. Charter; 27. Oran; 28. Order; 29. Otis; 32. Heir at; 34. Parole; 35. Doe; 37. Yangtse cat; 38. Isis.

DOWN: 1. Terminer; 2. Reconsideration; 4. Up; 5. Six; 6. He; 7. Need; 8. Transportations; 9. Nudism; 10. Set; 14. Cursitors; 15. Frolicked; 19. Donis; 20. Essay; 23. Trustees; 26. Moxhay; 30. Mast; 31. Law; 33. Roc; 35. De; 36. Ea.

OBITUARY

MR. F. B. W. BEE

Mr. Francis Bernard Wynter Bee, solicitor, of Chobham, Surrey, died on 18th December. He was a partner in Messrs. Walker, Martineau & Co., of London, W.C.1, and was admitted in 1914.

SOCIETIES

On 1st January, 1950, the newly formed ESSEX LAW SOCIETY will come into being. Covering the districts of Chelmsford, Dunmow, Braintree, Maldon, Witham, Brentwood, Burnham, Billericay and Romford, the new society hopes to bring solicitors in those areas closer together both socially and otherwise, and in particular to assist in the administration of the Legal Aid and Advice Act, 1949. The first officers are: Mr. Stamp Wortley, of Chelmsford, President; Mr. M. N. Emley, of Brentwood, Vice-President; Mr. W. J. Bailey, of Chelmsford, hon. secretary; and Mr. F. N. Wingent, hon. treasurer.

The Annual Dinner of the STOCKPORT INCORPORATED LAW SOCIETY was held at Stockport Town Hall on 7th December. Mr. T. Reginald Ellis, the President of the Society, presided. The guests included Mr. Justice Willmer, Mr. Justice Sellers (Mr. Justice Morris was unable to attend through indisposition), His Honour Judge F. Raleigh Batt, Mr. F. Bancroft Turner, Stipendiary Magistrate for Salford, Wing Commander N. J. Hulbert, M.P., Mr. J. P. Peacock, Stockport County Court Registrar, Canon D. H. Saunders-Davies, Rural Dean of Stockport, and Alderman H. Patten, J.P. Mr. J. A. K. Ferns, Vice-President of the Society, was also present together with Mr. J. C. Moult, Hon. Secretary, and Mr. G. A. Baker, Hon. Treasurer. Mr. T. A. Prickett proposed the toast of the Bench and Bar, Mr. Justice Sellers replying for the Bench and Mr. C. N. Glidewell for the Bar. The toast to Stockport Corporation was proposed by Mr. J. P. Peacock, and Alderman Patten, in the unavoidable absence of the Mayor of Stockport, replied. Mr. Justice Willmer proposed the toast of "the Society," and the President responded. A most successful evening was concluded by Mr. E. Higginbottom welcoming the visitors for whom Wing Commander Hulbert and Mr. A. E. Jalland replied. The central theme running through the speeches was the importance of the judiciary remaining independent of the executive.

The SUSSEX LAW SOCIETY's annual dinner was held at Brighton on 15th December. Among the guests were Mr. Justice Croom-Johnson, Mr. Reginald Clark, K.C., Mr. Gerald Thesiger, K.C., Sir Charles Doughty, K.C., Mr. C. R. Havers, K.C., Mr. A. M. S. Stevenson, K.C., and Mr. Eric Neve, K.C.

Mr. J. D. Caswell, K.C., Recorder of Southampton, was the principal guest at the inaugural dinner of the Southampton and District Branch of the SOLICITORS' MANAGING CLERKS' ASSOCIATION, on Monday, 12th December, at the Polygon Hotel, Southampton. Others attending included Mr. Justice Ormerod, the Hon. Ewen E. S. Montagu, O.B.E., K.C., Mr. C. F. Hiscock and Mr. L. F. Paris (President and Secretary of the Hampshire Incorporated Law Society), Mr. S. J. Fogden (President of the Association), Mr. R. Cornelius (Branch Chairman), members of the Bar and principals of local firms.

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